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PITTSYLVANIA

COUNTY, VIRGINIA

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

REMOUNTED, USED or DEMO AMBULANCES

RFP- 2020-06-16

June 16, 2020

**CONTACT: CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744
CHRIS SLEMP, DIRECTOR OF PUBLIC SAFETY
(434) 432-7939**

REQUEST FOR PROPOSALS
Remounts Used or Demo Ambulances
RFP#2020-06-16

GENERAL INSTRUCTIONS TO OFFERORS

DUE DATE: Sealed Proposals will be received until **July 23, 2020** no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: One original and three (3) copies, and one electronic version of the proposals should be mailed or hand delivered to:

Pittsylvania County Purchasing Department
Att: Connie Gibson
1 Center Street
Chatham, VA 24531.

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2020-06-16, "Remount,Used or Demo Ambulances"** Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00PM, July 23, 2020.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

QUESTIONS:

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 2:00 p.m., July 1, 2020. Questions may be emailed to: Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by July 2, 2019, :00pm. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink by Officer of the Corporation)

_____ Name: _____
(Please Print)

_____ Zip Code _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

I. PURPOSE

1. Pittsylvania County is soliciting proposals from qualified offerors to provide four (4) demo, used or remounted Type I ambulances. Vehicle shall meet current KKK, NFPA or equivalent specifications. Vehicle shall meet current Virginia Office of Emergency Medical Services regulatory requirements, including gross weight.

II. GENERAL INFORMATION

- a. Offerors shall provide the name and location of their two closest service centers to Chatham, VA.
- b. Offeror is responsible to explain all exceptions to proposal specifications in writing.
- c. Delivery of ambulance must occur by December 15, 2020.
- d. Items not listed in this request shall not be construed to be omitted from the manufacturer's ambulance model proposal.
- e. Offeror may provide a separate list of any recommended or common option(s) with cost.
- f. Preferred: at least 12- month warranty on the chassis
- g. Preferred: lifetime warranty on the box
- h. Preferred: 12- month warranty on electrical system

III. CHASIS- recommended

- a. If bidding a used or pre-owned unit, chassis must be under 5year old and less than 50,000 miles
- b. Prefer 4x4 drive
- c. Preferred: "dump system" meeting KKK-1822-F
- d. Stryker power load system (at minimum the unit shall VA OEMS rules and regulations for cot securing system)
- e. For remounted unites - In order to avoid warranty responsibility, manufacturers must build their own body in house and under one roof. Body not built entirely by bidding manufacturer is not acceptable.
- f. Structure of box should be constructed of welded seamless aluminum body
- g. Ford F450 or Higher or Dodge 4500 or higher 4x4, dual rear wheel, regular cab, diesel or gas XLT (or equal)
- h. Power cab locks
- i. Arm rests on console side of front seats (right driver and left passenger)
- j. Three (3) keys and three (3) remote fobs
- k. Radio OEM. AM/FM
- l. Ambulance prep package
- m. Dual batteries and dual alternators
- n. High idle throttle
- o. Rust proof under coating on module and chassis
- p. Offeror will provide post construction chassis front end alignment prior to delivery

- q. Exhaust – passenger side, rear of the axle or opposite of fuel fill
- r. Heated and motorized bus-style mirrors
- s. Engine hour meter
- t. Preferred: Polished chrome wheel simulators for all wheels with valve extenders on rear dual tires
LES smart caps or similar to provide active tire pressure monitoring
- u. Preferred: Suspension: Liquid Spring
- v. Interlock with main oxygen compartment door, kneeling only with door in the closed position
- w. Kneels and raises on the opening and closing of rear doors
- x.. Load height at rear door not more than 32” above level ground when fully kneeled

- y.. Rubber floor mats in cab, secured to floor
- z.. Rear stabilizer (sway) bar installed, OEM Ford 450/550
- aa.. Front tow eyes or hooks
- bb. Walk through style cab and module connection
- cc. Finished surface behind cab headrests – suitable for mounting

IV. EXTERIOR- recommended

- a. Minimal 152” long module
- b. 96” wide module
- c. Minimum 72” headroom
- d. BODY: The side, roof, front and rear sheet shall be constructed from 5052-H-32 Aluminum sheet. The roof sheet shall be one (1) piece, not less than .090”.
- e. ROOF: The four (4) edges of the sheet shall be continuously welded to the roof rail extrusion to
- f. SIDE: The sheet edges will be fit into slots designed. The sheet will be M.I.G. welded to the extrusion. All structural members of the side grid shall be two (2) inch by two (2) inch aluminum. All grid structure shall be welded together with a minimum of 50% of available mating surface.
- g. Switch for lift mounted on interior compartment door panel
- h. Lift-up, rear step bumper with prismatic reflective tape (red/white/red/white)
- i. Recessed rear tow hooks set in finished housing
- j. Diamond plate cab running boards with grip insert welded into center section with 2” LED lighting (constant hot) mud flaps attached
- k. Rubber front mud flaps
- l. Side entry step well with two lit steps.
- m. Walls and ceiling shall be insulated.

All items listed above is recommended only, not mandatory. Vendors will be scored by the criteria stated below.

INSTRUCTIONS TO VENDOR

Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and or not subject to negotiation.

Contractors should organize their proposals using the format described below and provide six (6) copies:

1. Title Sheet

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE (page 2)** of this solicitation and include as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Contractor and the address must be that of the office which will have the responsibility for the services provided. **Contractors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

2. Company Profile

The profile shall include the address of the Contractor's headquarters; location of the office that will manage the Pittsylvania County contract; size; years in business; number of full-time employees, and other information the Contractor deems relevant to the ability of the Contractor to provide the needed services.

3. Project Approach/Methodology

Provide a narrative fully and completely describing the approach the vendor will provide

Methodology and Process Proposed methodology for the provision of services. All equipment to be used in the provision of services. Availability of personnel for on-demand services.

Provide three references for which similar services have been provided and dates when the service was provided. The references should be for contracts similar in size and scope to Pittsylvania County, these references will preferably be located in the Commonwealth of Virginia. Include client name, address, telephone number, description of type of services performed, and person the County may contact. The County may not review the references of all Contractors. Typically, only references of the firms that are "short listed" are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by the Contractor.

6. Cost of Services

Provide a complete, detailed and itemized description of all the fees, charges and costs associated with the services to be provided.

7. Insurance

The Contractor shall provide details as to all insurance coverage relevant to this project. The Contractor shall be required to maintain in force such insurance, in amounts and with coverage acceptable to the County, as will protect itself and the County from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Contractor shall furnish the County with an original Certificate of

Insurance upon request. The Certificate shall name the County as additional insured. The Contractor shall notify the County at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

8. Other Information

- 8.1 Include other relevant information the Contractor deems necessary or relevant to providing the services needed to successfully complete the Scope of Services or which are relevant to its selection.
- 8.2 Based on the information provided in this Request for Proposals, the Contractor shall identify what will be expected from the County over and above general assistance.

9. Submission

One original and three (3) copies and one electronic version of the proposals should be mailed or hand delivered to:

Pittsylvania County
Connie Gibson, Procurement Manager
1 Center Street
P.O. Box 426
Chatham, VA 24531

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: **"Sealed Proposal - RFP #2020-06-16, "Ambulances-remounted or demos."** Proposals not so marked or sealed shall be returned to the offeror and will not be considered.

VI. CRITERIA FOR PROPOSAL EVALUATION

Criteria to be utilized in evaluating proposals are:

- 1. Vendors technical & mechanical capabilities. (25 points)
- 2. Qualifications of staff to be assigned to the Pittsylvania County project. (25 points)
- 3. Approach and methodology and understanding of the Contractor, of the County's service needs, (30 points)
- 4. Cost/Fees (20 points)

VII. METHOD OF AWARD

A Selection Committee shall review the proposals submitted. After each proposal has been evaluated on the basis of the Vendor's approach to meet the County's needs, short listing procedures will narrow the list of candidates to the two or more best qualified firms. Those firms will be invited to an interview at which time each firm will be expected to conduct a presentation on their proposal and to answer questions of the Selection Committee. Price shall be considered, but need not be the sole determining factor.

Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.

The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.

The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

VIII. CONTRACT AND TERMINATION

1. The Contractor to whom the contract is awarded shall, within 15 days after prescribed documents are presented for signature, execute and deliver to the County the Contract Documents and any other forms such as insurance or bonds required by the Request for Proposal. Otherwise, the County may award the next highest rated Contractor.
2. The initial term of this contract shall be for three (3) years from date of contract award, annually renewable, with the option to renew for two additional one-year periods, upon mutual consent of the parties to the contract.
 - A. In addition to the termination rights of the County described below, the Contractor may terminate the resulting Contract, within 60 days written notice to the County.

The County will:

- Provide the Contractor all information in possession of the County which is relevant and relates to the County's requirements for the project.
 - Designate a person(s) to act as the County's representative with respect to the work to be performed under this Contract. Such person(s) will have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions.
- C. If funds are not appropriated for the resultant contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered contract default, and the County shall not be liable for future payments or for cancellation or termination charges.

PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:
 - A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- (3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid/Proposal Documents:

If any prospective bidder/offeror is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders/offeror shall submit a written request, within the time frame provided, after receipt of the IFB/RFP to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid/proposal documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

14. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this proposal by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the proposal submitted by the successful offeror and the proposal specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Pittsylvania County shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

21. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

SPECIAL TERMS AND CONDITIONS

If there is a conflict with the Special Terms and Condition and General Terms and Condition, the Special Terms will take precedent.

1. Independent Contractor
The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the County.
2. Rejection and Award of Proposals

The County reserve the right to accept or reject any or all proposals, to waive informalities, and to reissue any Request for Proposals and to award contracts to multiple Contractors if so stated. Any Contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals.

3. Withdrawal of Proposals

- 3.1 A Contractor may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.
- 3.2 By submitting a proposal response, the Contractor agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.

4. Ownership of Documents

- 4.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the County, become the County' property and shall be delivered to and remain the property of the locality upon completion of the work or termination of the contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 4.2 Any documents or other materials provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

5. Licenses and Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.

6. Royalty and License Fees And Copyright, Trademark And Patent Protection

- 7.1 In submitting its proposal response, the Contractor certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.
- 7.2 Unless specified otherwise in the CONTRACT, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
- 7.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.

7. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

9. Payment for Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail

satisfactory to the County. The Contractor's records and documentation supporting such invoices shall be made available to the County upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

10. Damage to Property

The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged directly or indirectly by its actions or omissions.

11. Compliance With All Requirements

The Contractor shall comply with all applicable federal, state and local laws and regulations. The Contractor shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

12. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the courts of Pittsylvania County, Virginia.

13. Additional Services

The County may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

14. Subcontracting And Assignment Of Work

The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

15. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph.

The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

16. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

17. Payments To Contractors

In accordance with Virginia Code Section 2.2-4301, the Contractor agrees that:

21.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under this contract, the Contractor agrees to the following:

- (a) The Contractor shall, within seven days after receipt of any payments from the County pursuant to this contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the County, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- (b) The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under this contract, except for amounts withheld under subparagraph immediately above.
- (c) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- (d) The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

18. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing to the County no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

It shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision to the Governing Body by providing written notice to the County Administrator, within 15 days of the date of the decision. The Governing Body shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

19. Ethics in Public Contracting

19.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-437, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Department upon request.

19.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

20. Audit

- 20.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than three years after the effective date of final payment or contract termination. During this three year term, the County, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.
- 20.2 There shall be no fees or costs charged to the County by the Contractor for any such audit activities.
- 20.3 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this contract so as to guarantee the County rights to audit any person or entity performing work pursuant to the contract, all at no additional cost to the County. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

21. Financial Statements

- 21.1 Any entity responding to this solicitation, and the vendor or contractor chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s) and those of any of its parent companies and/or subsidiaries having any material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available.
- 21.2 The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s).
- 21.3 The vendor or contractor chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the County's contract, so as to guarantee the County's rights to obtain financial statements. Should the vendor or contractor fail to ensure the County's rights under this section, the vendor or contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

29. Cooperative Purchase

If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation